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In Re:

**LAUREN M MCNAUGHT,**

Debtors

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

Case No. 23-16204 RG

Chapter 13

**CERTIFICATION IN SUPPORT OF  
MOTION FOR APPROVAL OF POST-  
PETITION LOAN MODIFICATION**

**Hearing Date: June 4, 2025 @ 10:00 a.m.**

**Scott D. Sherman, Esq.**, hereby certifies that:

Scott D. Sherman, Esq., attorney for the Chapter 13 Debtor, makes this motion for approval of post-petition loan modification pursuant to 11 U.S.C. §364 and Fed. R. Bankr. P. 4001(c).

1. I am the attorney representing the Debtor in this Chapter 13 proceeding which was filed on July 20, 2023.

2. Debtor had arrears owed to her mortgage company for the property located at 84 Circle Dr., Oak Ridge, NJ 07438 that Debtor resides in with her family.

3. Debtors' confirmed plan relied on Debtor securing a loan modification with Cross Country Mortgage with a May 31, 2025, deadline to complete the loan modification.

4. Debtor applied for a loan modification and after being offered and successfully completing a trial modification Debtor has been offered and has accepted a loan modification with respect to the 1<sup>st</sup> Mortgage held by Cross Country Mortgage ("the agreement") a copy of which is attached hereto as **Exhibit "A"**.

5. The agreement capitalizes all arrearages and the outstanding balance due on the loan into a new principal balance of \$262,454.00 (of which \$22,473.54 shall be deferred and non-interest bearing) with a fixed interest rate of 2.875%. This amount shall be paid through regular monthly mortgage payments over a period of 40 years with a maturity date of May 1, 2065.

6. The debtor's initial mortgage payment is due on June 1, 2025, in the amount of \$1,789.61 and included principal, interest and escrow for taxes and insurance. This modification helps stabilize debtors' situation and allows the Debtor and his family to keep the property.

7. Debtor's last modified plan, which is Debtor is currently paying under, was approved on 2/25/2025 and the approval of this loan modification will not change the terms of that plan. The last payment due under Debtor's plan is 7/1/2028.

8. It is, therefore, respectfully requested of this Court that it approve the loan modification.

**I HEREBY CERTIFY** that the foregoing statements made by me are true to the best of my knowledge, information, and belief. I am aware that if any of the foregoing is willfully false, I am subject to punishment for false swearing.

DATED: 5/2/2025

MINION & SHERMAN

By:  
*/s/ Scott D. Sherman, ESQ.*

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SCOTT D. SHERMAN, ESQ.  
Attorney for the Debtor(s)

I, Lauren M. McNaught, do hereby certify that I have reviewed the factual assertions set forth in this certification, which I have personal knowledge of, and certify that all statements are truthful and accurate to the best of my knowledge. I am aware that if any of the foregoing is willfully false, I am subject to punishment for false swearing.

DATED: 5/13/2025

*/s/ Lauren M. McNaught*  
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Lauren M. McNaught, Debtor